SEAL—A MERE FORMALITY.—An Illinois statute required that the incorporators seal as well as sign and acknowledge the statement of incorporation. Defendants failed to comply with the statute as to seals. In quo warranto proceedings to test the validity of the organization as a corporation, *held* (one justice dissenting), as seals are no longer of importance the statutory direction is not mandatory and the organization is a corporation *de jure*. *People* v. *Ford* (Ill., 1920), 128 N. E. 749.

In a majority of the states the common law distinction between sealed and unsealed instruments has been abolished or radically modified. Illinois still retains many of the technical rules of the common law effect of a seal, though as early as 1827 it had enacted that a "scrawl" should have the effect of a seal. REV. LAWS, 1826-27, 320. Under this statute the letters "L. S.," the word "seal," and a device alone without words showing its purpose have been held sufficient. *Jackson* v. *Security Life Ins. Co.*, 233 Ill. 161; *Eames* v. *Preston*, 20 Ill. 389. Other states have reached the same result without statute. *Lorah* v. *Nissley*, 156 Pa. 329. Some courts have been reluctant to forsake the old notion of the seal, even where by statute seals are abolished. The rule that a seal imports consideration has been adhered to under such circumstances. *Considine* v. *Gallagher*, 31 Wash. 669. Michigan, New York and several other states have declared by statute that a seal upon a contract is only presumptive evidence of consideration. Illinois has not abandoned this rule except as it has been modified by the Negotiable Instruments Law of that state. *Chicago Sash, Door & Blind Mfg. Co.* v. *Havens*, 195 Ill. 374. And in the following respects the common law rules as to sealed instruments apply there: recital of consideration in a sealed instrument is conclusive, *Ill. Cent. Ins. Co.* v. *Wolf*, 37 Ill. 354; a subsequent executory parol agreement cannot be shown to vary a sealed contract, *Alschuler* v. *Schiff*, 164 Ill. 298; neither is fraud a good defense in any action at law on a sealed instrument, *Johnson* v. *Printing Co.*, 263 Ill. 236. The decision in the instant case is an encouraging indication of the attitude of the present Illinois Supreme Court towards this useless formality. It can hardly be disputed that, in the words of the prevailing opinion, "The solemnity of the sealed instrument is purely Pickwickian and no longer represents an idea." See 1 ILL. LAW. BULL. 65; 51 AM. L. REV. 369.

WILLS—LATENT AMBIGUITY—EXTRINSIC EVIDENCE.—Testator made a bequest to trustees in trust for the New Bedford Home for Aged People. There was no institution by this name, and the bequest was claimed by both the New Bedford Home for Aged and the Association for the Relief of Aged Women of New Bedford. *Held*, extrinsic evidence of all the facts and circumstances surrounding the testator and known to him was admissible for the purpose of showing which claimant was intended as legatee. *Kingman* v. *New Bedford Home for Aged, et al.* (Mass., 1921), 129 N. E. 449.

It was early said, and is even yet sometimes repeated, that the court cannot go outside the four corners of a will in construing its language. WIGMORE ON EVIDENCE, § 2470, *et seq.* But it is now generally held that

extrinsic evidence is admissible to determine whether a given writing is a will; to determine the subjects and objects of bequests and devises; to show surrounding facts and circumstances so as to put the court in the position of the testator; to explain latent ambiguities; and to rebut a resulting trust. See 17 MICH. L. REV. 179. Whenever there exists an uncertainty or ambiguity as to the beneficiary, which cannot be made clear by a construction of the will as a whole, recourse may be had to extrinsic evidence to identify the devisee or legatee intended. *Gilmer* v. *Stone,* 120 U. S 586; *Women's Union Missionary Soc.* v. *Mead,* 131 Ill. 361; *Faulkner* v. *National Sailors' Home,* 155 Mass. 458; *Gilchrist* v. *Corliss,* 155 Mich. 126; *Hospital* v. *Royal Hospital,* 90 L. T. (N. S.) 601. Thus, in a bequest to a charitable institution, if the name used by the testator is not strictly applicable to any existing institution, but partly fits two or more, extrinsic evidence is admissible to show which was intended. *Preachers' Aid Soc.* v. *Rich,* 45 Me. 552; *Wood* v. *Hammond,* 16 R. I. 98; *Tilley* v. *Ellis,* 119 N. C. 233. But it has been held that if the name used by the testator is more properly applicable to one claimant than the other, so that the court can determine from the will which was meant, then parol evidence will not be admissible. *St. Luke's Home* v. *Association for Indigent Females,* 52 N. Y. 191; *Tucker* v. *Seamen's Aid Soc.,* 7 Met. 188. Although the rule is settled as above indicated, considerable confusion exists among the cases in regard to the nature of the extrinsic evidence which is admissible. Some courts admit any evidence which bears upon any of the facts or circumstances surrounding the testator at the time he made the will. *Hall* v. *Stephens,* 65 Mo. 670; *Lawton* v. *Corleis,* 127 N. Y. 100; *Women's Union Missionary Soc.* v. *Mead, supra; Bond's Appeal,* 31 Conn. 183. Other courts seem to limit somewhat the scope of such evidence. *Cresson's Appeal,* 30 Pa. St. 437 (name of institution popularly used); *Button* v. *American Tract Soc.,* 23 Vt. 336 (relations existing between testator and claimant); *Re Wolverton Mortgaged Estates,* L. R. 7 Ch. Div. 197 (testator's knowledge); *South Newmarket Methodist Seminary* v. *Peaslee,* 15 N. H. 317 (declarations of testator). For a review of the English authorities in point with the principal case see 53 SOLICITOR'S JOUR., 211. See also 47 L. R. A. (N. S.) 514. It seems that the courts are more liberal where the mistake is in the name of the beneficiary than where it is in the description of the subject-matter of the gift; and most liberal where the bequest or devise is to a charity.

WORKMEN'S COMPENSATION—PROVOKED ASSAULT BY FOREMAN NOT AN INJURY ARISING OUT OF EMPLOYMENT.—A factory oiler, upon being accused of using too much oil, called his foreman a liar, whereupon the foreman struck him. *Held* (two justices dissenting), that this was not an injury arising out of employment. *Knocks* v. *Metal Package Corporation et al.* (Nov., 1920), 185 N. Y. S. 309.

While differing in special applications, all the cases agree that an injury arising from acts which the parties must have contemplated to be necessary from the character of the work and the circumstances surrounding it is an